



CRFA Show

US PAVILION EXHIBIT SPACE AGREEMENT

Direct Energy Centre • Exhibition Place • Toronto, Ontario • March 8 - 10, 2009

EXHIBITOR (PLEASE PRINT)

1 Company: _____
 Address: _____
 City: _____
 Province/State: _____ Postal/Zip Code: _____
 Contact Name: _____
 Title: _____
 Tel: () _____ Cell: () _____
 Toll Free: () _____ Fax: () _____
 E-mail Address: _____
 Website: _____

2 On Site Contact: _____
 Tel: () _____ Cell: () _____
 E-mail Address: _____

3 In order to complete an Exhibit Space Contract, please give a full description of the products you wish to exhibit. Brand names, other company affiliations or identifications must be listed.

4 Booth Requirements. This year we require: Number of booths _____

NOTE: Preference will be given to new applicants on a first come, first served basis.

5 Special Exhibit Requirements:

Alcoholic Beverage Sampling* _____ Drainage _____ Gas _____ Water _____

*Applicable to Wineries, Breweries, Distillers, Licensed Agents and Trade Commissions only

All firms exhibiting in the USA Pavilion at a USDA-endorsed show must promote and display a majority of products (greater than 51 percent by SKU count) that are of U.S. origin. A product is determined to be of U.S. origin if it is comprised of at least 51 percent U.S. origin content, by volume or by value, exclusive of added water.

We agree to abide by all Exhibit Space Agreement and Regulations governing the Exposition as printed on page two hereof and which are a part of this agreement. Acceptance of this agreement by the Canadian Restaurant and Foodservices Association constitutes a contract.

Exhibitor Authorized Signature

Date

X

Print Name and Title

X

Applications received without an authorized signature and/or payment will not be processed.

RATE SCHEDULE

• Booth Costs: \$3,350.00 USD

NOTE: This agreement must be returned with a deposit of \$3,350.00 USD for space to be allocated. Acceptance of this deposit by show organizers does not constitute an offer of space or facility.

Please make cheques payable to:

Canadian Restaurant and Foodservices Association

316 Bloor St. W. Toronto, ON M5S 1W5

Tel: 416.923.8416

Toll Free: 1.800.387.5649

Fax: 416.923.6164

Web: www.crfa.ca

OR

Please place our deposit of \$3,350.00 USD on:

☐ VISA

☐ MasterCard

☐ American Express

Initial

I authorize CRFA to process the interm and final payments on the given credit card on October 15, 2008 and December 15, 2008. All agreements submitted / received after December 15, 2008 must be forwarded with full payment.

Card #: _____

Expiration Date: _____

Cardholders Name: _____

Signature: X _____

NOTE: See Page 2 for Rules & Regulations.

CRFA OFFICE USE ONLY

Cheque number

Date received

Space number

Dimensions

Booth(s) @ \$3,350.00 = \$

Total cost \$

Deposit received \$

Interim payment \$

Final balance \$

Exhibitor ID _____

Authorized Signature CRFA _____

CONDITIONS OF AGREEMENT

1. This agreement made by and between Canadian Restaurant and Foodservices Association, hereinafter called the LICENSOR, and the EXHIBITOR as indicated on the first page of this agreement. As a condition of exhibiting at the exhibition, EXHIBITOR hereby expressly acknowledges and agrees to comply with the conditions of agreement and rules and regulations set forth in this agreement. LICENSOR reserves the right to amend the conditions of agreement and rules and regulations or to make additions hereto. The LICENSOR further reserves the right to make specific exceptions to, or changes in, these conditions of agreement and rules and regulations without establishing a precedent or applying those exceptions or changes beyond the specific cases involved. The LICENSOR reserves the right, at its discretion and without necessity of refund, to terminate and revoke EXHIBITOR'S use of exhibit space at the exhibition if EXHIBITOR, after notice, fails immediately to cure any violation of these conditions of agreement and rules and regulations. The interpretation of these conditions of agreement and rules and regulations and all matters not covered by these conditions of agreement and rules and regulations are subject to the sole discretion of the LICENSOR.
2. The LICENSOR, for and in consideration of the payments and agreements on the part of the EXHIBITOR to be made and performed, hereby grants to the EXHIBITOR the right in the nature of a license to use the exhibit space in the exhibition designated as the space number shown hereon and on the show diagrams of said exhibition.
3. The use of said space shall be subject to in, 'Exhibitor Information Kit,' and to all further rules and regulations now or hereafter adopted for the conduct of said Show, which are hereby made a part of this agreement and to which the EXHIBITOR agrees strictly to conform.
4. The EXHIBITOR will hold the LICENSOR harmless from any damage, expense or liability arising from any injury or damage to any person, including the general public, the EXHIBITOR, its agents, servants, or employees or to the property of the EXHIBITOR or others, occurring either in the space occupied by the EXHIBITOR or elsewhere, arising out of its occupancy hereunder, or anything connected with said occupancy.
5. If the exhibitor fails to make any of said payments at the time appointed thereof, all rights of the EXHIBITOR hereunder shall cease and terminate, and any payments made by it on account hereof prior to said time may be retained by the LICENSOR as liquidated damages for the breach of this agreement as aforesaid, and the LICENSOR may thereupon relicense said space. The LICENSOR may at any time that the EXHIBITOR fails to pay any indebtedness owed by EXHIBITOR to LICENSOR, after demand, seize and sell any property of the EXHIBITOR within the show premises or their environs, either at public auction or by private sale, and may apply the proceeds thereof against such indebtedness and cost of the LICENSOR associated with the exercise of his rights hereunder without prejudice to any other rights of the LICENSOR, and the EXHIBITOR shall be liable for any deficiency or loss suffered by the LICENSOR.
6. Cancellation of contracted exhibit space by the EXHIBITOR prior to 90 days of the show opening entitles the LICENSOR to a cancellation fee equal to 25% of the rental value of the contracted exhibit space. Cancellation within 90 days of the show opening entitles the LICENSOR to a cancellation fee equal to 100% of the rental value of the contracted exhibit space and any collection costs associated therewith as reasonably determined by the LICENSOR.
7. This license may be terminated by the LICENSOR on notice at any time on the breach of any of the conditions hereof by the EXHIBITOR, and thereupon all its rights hereunder shall cease and terminate, and any payments made by it on account hereof to said termination shall be retained by the LICENSOR as liquidated damages for such breach, and the LICENSOR may thereupon relicense said space.
8. The EXHIBITOR covenants that it shall make no unusual demands for heat, power, light or other utilities or services or for maintenance services as established by the LICENSOR's general criteria. An EXHIBITOR shall pay to the LICENSOR on demand all reasonable charges for such additional utilities or services.
9. The EXHIBITOR shall not assign this license or sublet or license the whole or any part of the space hereby contracted for without the prior written permission of the LICENSOR. Only the signage of the company whose name appears on the agreement may be placed on the booth or appear on any printed list of EXHIBITOR'S. No company not assigned space in the exhibition hall will be permitted to solicit business in any manner within the exhibit hall.
10. There is no representation, warranty or condition affecting the subject matter of this Agreement or the said space other than as expressed herein or in 'Information for Exhibitors' or in writing signed by the LICENSOR.
11. EXHIBITOR agrees to observe all union contracts and labour relations in force, agreements between the LICENSOR and official contractors, serving companies and the building in which the show will take place all according to the labour laws of the jurisdiction in which the building is located.
12. Direct Energy Centre and Exhibition Place maintain an agreement with the International Labourers' Union, Local 506, which has jurisdiction over the loading and unloading of all trucks and decorating needs. The assembly of prefabricated booths, the use of mechanical equipment, i.e. forklifts, palletjacks, etc. must be performed by members of the International Labourers' Union, Local 506.
13. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
14. If any provision of the agreement shall be held invalid and unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
15. This agreement may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.
16. Exhibit space will be assigned by the LICENSOR on a first-come, first-served bases. The LICENSOR shall use its best efforts to locate the booth in one of the locations designated by EXHIBITOR on this agreement, and to provide physical proximity to or separation from booths of other specified exhibitors, as requested on this agreement. Notwithstanding the above, the LICENSOR reserves the right to assign exhibit spaces so as to best meet the needs of all exhibitors and to change location assignments at any time, as it may in its sole discretion deem necessary. The LICENSOR also reserves the right to alter the location of booths shown on the official floor plans as it deems advisable.
17. The forwarding of this Exhibit Space Agreement to EXHIBITOR by the LICENSOR does not constitute an offer to EXHIBITOR to enter into an agreement of any kind, oral or written, with the LICENSOR. EXHIBITOR expressly acknowledges that the LICENSOR reserves the right to accept or reject exhibits, in its sole discretion with or without cause, and that no formal agreement shall exist between EXHIBITOR and the LICENSOR until this agreement is fully executed by both parties.
18. This agreement confers only a limited license by the LICENSOR to EXHIBITOR to use one or more exhibit space(s) to be assigned by the LICENSOR for exhibition purposes at the exhibition. It does not, and shall not be construed, interpreted, or described in any way to, constitute an approval, endorsement, or recommendation of EXHIBITOR or its products or services, or in any manner to create an agency relationship between the LICENSOR and EXHIBITOR.
19. By exhibiting at the exhibition, the EXHIBITOR grants the LICENSOR a fully-paid, perpetual non-exclusive license to use, display and reproduce the name of the EXHIBITOR in any directory listing the exhibiting companies at the exhibition and to use such names in promotional materials. The LICENSOR shall not be liable for any errors in any listing or descriptions or for omitting the EXHIBITOR from the directory or other lists or materials.

20. EXHIBITOR shall not play or permit the playing or performance of, or distribution of any copyrighted materials at the exhibition unless it has obtained all necessary rights and paid all required royalties, fees or other payment.

RULES AND REGULATIONS

Use of Space

Each EXHIBITOR shall be restricted to showing only those goods described in this agreement, and shall confine its exhibit, activities and operations to the licensed space. In the event of the failure of the EXHIBITOR to utilize all its space to the satisfaction of the LICENSOR, it may at any time after the opening hour allot any vacant space to such other applicant as it may deem proper. The LICENSOR reserves the right to relocate contracted exhibit space as it may deem necessary, in its sole discretion, for the overall benefit of the exhibition.

Character of Exhibit

The LICENSOR reserves the right in its sole discretion to decline, prohibit or remove any exhibit or part thereof, EXHIBITOR or proposed exhibit or EXHIBITOR not approved of by it, and to permit only such matter and conduct as it shall approve.

The above reservation covers persons, things, conduct, printed matter, souvenirs and emblems, and all things which affect the character of the Exhibition, and the EXHIBITOR will not obstruct or hinder the LICENSOR in preventing or removing forthwith any matter, conduct or thing which it considers objectionable.

The EXHIBITOR agrees that all equipment, materials and devices, including without limitation radio, television moving pictures, sound and visual aids will be operated in such manner and location as to cause no inconvenience to other exhibitors or to the public. Sound will be kept at a level to reach the immediate vicinity of the EXHIBITOR's area only, and the LICENSOR reserves the right to remove or discontinue use of anything contravening these regulations. Excepting antiques or other decor items, all equipment displayed must be new.

Risk

All property used or exhibited is at the sole risk of the EXHIBITOR, and the LICENSOR will not assume any responsibility for the safety of exhibits against theft, robbery, fire accidents or for any cause whatever, or for bodily injury or damage to property caused by the operations of the EXHIBITOR. The EXHIBITOR understands and agrees that the LICENSOR shall assume no responsibility for representations or warranties given by the EXHIBITOR to the public in regard to its products and services, or for transactions or contracts between the EXHIBITOR and the public, or for any losses or damages arising therefrom. EXHIBITOR acknowledges that neither the LICENSOR nor the building in which the show takes place maintains insurance covering EXHIBITOR'S property and that it is the sole responsibility of the EXHIBITOR to obtain business interruption and property damage insurance covering such losses by the EXHIBITOR.

Receipt of Goods

All goods must be plainly marked with the name of the EXHIBITOR and the number of his space c/o the full name of the Show covered by this Agreement, and under no circumstances will goods be received on which there are charges of any kind. A clerk is placed at the receiving entrance for the convenience of exhibitors, but under no consideration will the LICENSOR assume any responsibility for loss or damage to the goods consigned to its care.

All pick-ups and deliveries shall be made to such entrance and by such facilities and at such times as designated by the LICENSOR.

Booth Construction and Signs

Where the EXHIBITOR provides its own booth and signs, these must conform throughout the period of the exhibition to instructions outlined in 'Exhibitor Information Kit.'

Safety Regulations

All decoration must be flame-proof and pass inspection by all designated authorities, and electrical and gas equipment used or exhibited must conform to the requirements of all electrical, gas and fire regulatory authorities, or any other Federal, Provincial, or Municipal authority, board or commission having due jurisdiction in the location of the Show covered by this Agreement.

The EXHIBITOR acknowledges and covenants to abide by the Rules and Regulations as set forth in the Occupational Health and Safety Act governing safe working conditions and the Safe Food Handling Code of Practice as set by the Toronto Public Health.

Removal of Goods

Under no circumstances shall any portion of an exhibit be removed from the exhibit premises during the continuance of the exhibition without prior written permission of the LICENSOR. The EXHIBITOR will cause all exhibits, equipment and appurtenances to be removed from the Show premises on the date and time specified as 'Exhibit Removal Deadline' in "Information for Exhibitors." The LICENSOR shall be entitled to remove all exhibits, equipment and appurtenances of the EXHIBITOR to any place of storage in the event of the EXHIBITOR's failure to remove by such deadline, the EXHIBITOR shall bear all costs of such removal or storage, and the EXHIBITOR shall be liable for all additional charges or damages assessed against the LICENSOR for or by reason of all such property of the EXHIBITOR left on the Show premises or their environs after such deadline.

Prevention or Interruption of Use of Premises

In the case the premises are destroyed or damaged by fire or the elements, or by any other cause, or in case of any circumstances whatsoever, including strikes, shall make it impossible or impractical for the LICENSOR in its sole discretion to permit any EXHIBITOR or EXHIBITORS to occupy the premises, the EXHIBITOR or EXHIBITORS shall pay for space only for the period that the space was or could have been occupied by such EXHIBITOR or EXHIBITORS, and the LICENSOR is released from any and all claims for damage which might arise in consequence thereof. In the event that, for any reason, the Show is not held as proposed, the LICENSOR, on refunding of moneys received from an EXHIBITOR or EXHIBITORS, in accordance with the preceding sentence shall be released from all claims for damages.

Liability and Insurance

The EXHIBITOR shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to the LICENSOR for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name the LICENSOR as loss insured and insure the EXHIBITOR against all claims of any kind arising from or in any way connected with the EXHIBITOR'S presence or operations at the Show. The policy shall provide coverage of at least \$2,000,000 for each separate occurrence. At the request of the LICENSOR, the EXHIBITOR shall provide the LICENSOR with a copy of such policy.

The EXHIBITOR is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The EXHIBITOR shall not make any claim or demand or take any legal action, whatsoever, against the LICENSOR, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.

Neither the LICENSOR nor the facility will assume liability for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the EXHIBITOR.

This agreement shall be binding upon the parties hereto and their respective executors, successors and permitted assigns.